


**Rhode Island Department of Corrections  
POLICY UNIT**

**TO:** RIDOC Employees

**VIA:** Ellen Evans Alexander, Assistant Director  
Administration

**FROM:**  Ann J. Fortin, Chief/Program Development  
Administration

**DATE:** February 24, 2004

**SUBJECT:** 2.28-2 DOC, MEDICAL CO-PAY ; 03/29/04

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The enclosed policy **repeals policy 2.28-1 DOC** and contains the following substantive revisions regarding the medical co-payment fee schedule, which was presented at public hearing on November 20, 2003.

PREVIOUS (2.28-1 DOC)	CURRENT (2.28-2 DOC)
No inmate will be refused medical treatment based upon his/her inability to pay.	NO CHANGE.
Inmates will NOT be charged for medical services that are initiated by the RIDOC, nor will inmates be required to pay for follow-up medical visits recommended by medical staff.	...nor will inmates be required to pay for follow-up medical visits <b>initiated</b> by RIDOC medical staff (e.g., chronic conditions such as <b>Hepatitis C, HIV, Hypertension, and Diabetes</b> ).
<i>Medical Services</i> Inmates will be charged a <b>\$2.00</b> co-payment for each inmate-initiated visit, generally referred to as "sick call visit".	<b>\$3.00</b>
The following services are <b>EXCLUDED</b> (exempt) from the co-payment requirement: <ul style="list-style-type: none"><li>• Emergency services as a result of potentially life threatening illnesses or injuries as determined by the medical authority.</li><li>• Initial assessments during the committing and classification processes, entrance physicals, transfer evaluations, and annual physicals for</li></ul>	NO CHANGE, except as noted.

<p>inmates over forty (40) years of age.</p> <ul style="list-style-type: none"> <li>• Laboratory work, (to include inmate requests for HIV testing), EKG and radiological procedures.</li> <li>• Immunizations, Tuberculosis (TB) testing, vaccines, and other treatments instituted by RIDOC for public health reasons.</li> <li>• Psychological and social work services, and referrals to psychiatrists by qualified health care personnel.</li> <li>• Dressing changes and other treatments ordered by health care staff.</li> <li>• Medical visits initiated by medical/ mental health staff and staff-scheduled follow-up visits related to an initial problem or chronic condition.</li> <li>• Yearly dental visits and dental referrals made by health care staff.</li> <li>• Prenatal care.</li> </ul>	<ul style="list-style-type: none"> <li>• ... initiated by RIDOC medical staff.</li> </ul>
<p>N/A</p>	<p><u>Specialty Consult (NEW)</u></p> <ul style="list-style-type: none"> <li>• <b>On-site</b> (podiatrist, ENT, oral surgeon, etc.) - <b>\$6.00</b>, including follow-up appointments initiated by inmates, <b>not to exceed a maximum of \$125 per year.</b></li> <li>• <b>Off-site</b> - <b>\$6.00</b> for each outside hospital/clinic trip, including follow-up appointments initiated by inmates, <b>not to exceed a maximum of \$125 per year.</b></li> </ul> <p><u>NOTE:</u> Inmates will NOT be charged for trips to outside facilities for emergency treatment.</p>
<p>N/A</p>	<p><u>Medical Parole (NEW)</u>  Inmates who have applied for Medical Parole, but were <b>denied for non-medical</b> reasons, shall be exempt from all co-payment fees.</p>
<p>N/A</p>	<p><u>INS Detainees (NEW)</u>  INS rules and regulations will be utilized to determine medical co-payment amounts for INS detainees.</p>

<p><i>Medication</i></p> <ul style="list-style-type: none"> <li>• Inmates will be charged <b>\$2.00</b> for each order of a non-exempt medication not available from the inmate store.</li> <li>• N/A</li> <li>• Exempt medications are defined as drugs or medications that the Food and Drug Administration (FDA) has determined require a prescription.</li> <li>• Non-exempt medications are those generally sold "over the counter".</li> </ul>	<p><b>\$3.00</b></p> <p>The co-payment for non-preferred prescription medication (determined by Pharmacy and Therapeutics Committee) is <b>\$3.00</b> (each prescription), <b>not to exceed a maximum of \$125.00 per year.</b></p> <p><u>Exception:</u> Those non-preferred prescription medications described above.</p> <p>NO CHANGE</p>
<p><i>Dental Services (both on- and off-site)</i></p> <ul style="list-style-type: none"> <li>• <b>\$2.00</b> for any dental visit to include but not limited to each restoration, extraction, examination, root canal, surgical removal of an impacted tooth, other minor surgery and adjunctive procedure such as occlusal adjustment, denture adjustment, in-house denture repair/reline.</li> <li>• <b>\$30.00</b> for dentures.</li> <li>• <b>\$6.00</b> for denture laboratory reline and for night guard per arch.</li> </ul> <p>100% of the replacement cost of any dentures lost, stolen, or broken if dentures are less than <b>one (1) year old</b>, except where it has been determined that RIDOC staff were negligent.*</p> <p>Inmates, including parole violators, will not be charged for the initial dental examination performed during the committing and classification processes.</p>	<ul style="list-style-type: none"> <li>• <b>\$3.00</b></li> <li>• <b>\$70.00</b></li> <li>• <b>\$35.00</b> for denture laboratory reline, per arch.</li> <li>• <b>\$35.00</b> for night guard.</li> </ul> <p>... lost, <b>damaged, or destroyed</b>  <b>two (2) years old</b></p> <p>NO CHANGE</p>
<p><i>Prosthetics</i></p> <p>Inmates will be charged for prosthetic devices as follows:</p> <ul style="list-style-type: none"> <li>• N/A</li> <li>• N/A</li> </ul>	<p>Inmates will be charged for prosthetic <b>limbs/</b> devices/<b>mechanical aids</b> as follows:</p> <ul style="list-style-type: none"> <li>• NO co-payment for <b>initial</b> prosthetic <b>limbs</b> (NEW).</li> <li>• NO co-payment for <b>initial "essential"</b></li> </ul>

<ul style="list-style-type: none"> <li>• <b>50% of the acquisition cost</b> of any prosthetic device, not to exceed \$300.00 per device.</li> <li>• 100% of the replacement cost of any <b>prosthesis</b> lost, stolen, damaged, or destroyed by the inmate, except where it has been determined that RIDOC staff were negligent.*</li> </ul>	<p><b>mechanical aids</b>, as determined by the Medical Program Director (e.g., hearing aids). (NEW)</p> <ul style="list-style-type: none"> <li>• 50% of the acquisition cost of any <b>other</b> prosthetic <b>limbs</b>/devices/<b>mechanical aids</b>, not to exceed \$250.00 per limb/device/<b>mechanical aid</b>.</li> <li>• ... cost of replacement/<b>repair</b> of any prosthetic <b>limb/device/ mechanical aid</b> if <b>lost, damaged, or destroyed</b>, if these items are less than two (2) years old, except where...</li> </ul>
<p><i>Optical Devices</i></p> <ul style="list-style-type: none"> <li>• <b>\$2.00</b> co-pay for each non-RIDOC initiated visit to an <b>optometrist</b>.</li> <li>• <b>\$10.00</b> co-pay toward the purchase of eyeglasses.</li> <li>• 100% of the replacement cost of any eyeglasses lost, stolen, damaged, or destroyed by the inmate, except where it has been determined that RIDOC staff were negligent.*</li> </ul>	<ul style="list-style-type: none"> <li>• <b>\$6.00</b> co-payment for each non-RIDOC initiated visit to an <b>optician</b>.  <b>NOTE: Each inmate is entitled to one (1) eye exam and/or pair of eyeglasses annually, unless the inmate's medical condition changes. (NEW)</b></li> <li>• <b>\$15.00</b> co-payment toward the purchase of eyeglasses, lenses, or frames.</li> <li>• 100% of the replacement <b>or repair</b> cost of any eyeglasses, lenses, or frames <b>lost, damaged, or destroyed</b> by the inmate, if the glasses are less than one (1) year old, except where it has been determined that RIDOC staff were negligent.*</li> </ul>
<p><b>* NOTE:</b>  Staff negligence is determined by the appropriate Administrator (i.e., Warden or designee if custody staff are involved; <b>Health Care Administrator</b> or designee if health care staff are involved).</p>	<p>Staff negligence is determined by the appropriate Administrator [i.e., Warden or designee if custody staff are involved; <b>Associate Director of Health Care Services (Corrections)</b>] if health care staff are involved.  <i>(Same individual – change in title only)</i></p>

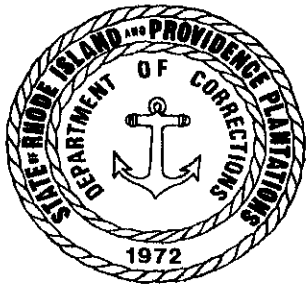
<p>N/A</p>	<p><u>Dentures, Prosthetics, and Optical Devices Reported Stolen or Vandalized</u></p> <p>If custody or medical staff receive a complaint from an inmate alleging a theft or vandalism, the complaint is investigated by either the Associate Director of Health Care Services (Corrections) or the Warden. Either Administrator may request a formal investigation be conducted by the appropriate RIDOC investigatory unit. The inmate owner of the dentures, prosthesis, or optical devices will not be responsible for the replacement cost if an investigation concludes that:</p> <p>a theft did, in fact, occur;</p> <p>vandalism was committed by someone other than the inmate owner of the dentures, prosthesis, or optical devices; or</p> <p>RIDOC staff were negligent.</p>
<p><u>Missed Appointments</u> Inmates failing to appear for scheduled billable appointments will nevertheless be charged the <b>\$2.00</b>, unless the appointment was missed due to circumstances beyond the inmate's control (e.g., court date, facility lock-down, conflicting clinic appointment, etc.)</p>	<p><u>Missed Appointments</u> – Inmates failing to appear for or refusing to be seen at scheduled billable on- or off-site medical appointments are charged the applicable co-payment amount, <b>unless</b>:</p> <p>the appointment was missed due to circumstances beyond the inmate's control (for example, court date, facility lockdown, conflicting clinic appointment); or</p> <p>the inmate decides s/he does not wish to keep the outside medical appointment <b>and</b> notifies RIDOC Health Care Services staff in advance of his/her decision. (See policy #18.68 DOC, Right to Refuse Treatment.)</p> <p>This decision may be made in consultation with RIDOC HCS staff (for example, if the</p>

	<p>inmate's condition improves and the inmate and RIDOC HCS staff agree that the appointment is not necessary) or independently [for example, the inmate does not wish to forfeit a scheduled event (such as an educational recognition ceremony) in order to keep the outside medical appointment].</p> <p>However, such notification must be made in advance of the scheduled appointment's date.</p> <p>The inmate <b>will</b> be charged the appropriate co-payment amount if:</p> <p>the inmate decides at the last minute that s/he does not wish to keep the outside medical appointment for a frivolous reason, as determined by RIDOC HCS staff (for example, the inmate does not wish to leave the ACI during inclement weather, or s/he does not like the transporting officers); or</p> <p>the notification coincides with the actual date of the appointment.</p> <p>Co-payment amounts:</p> <p>\$3.00 for missed routine medical or dental appointments;</p> <p>\$6.00 for missed specialty consult appointments.</p>
<p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>• Inmates who believe any provision of the medical co-pay policy was violated may utilize the Department's established inmate grievance procedure, consistent with policy 13.10 DOC.</li> <li>• However, medical decisions are not grieveable.</li> <li>• Appeals of medical decisions should be</li> </ul>	<p><u><b>Appeals:</b></u></p> <ul style="list-style-type: none"> <li>• Consistent with RIDOC's policy governing the inmate grievance procedures (13.10 DOC, or a successive policy), <b>medical decisions are not grieveable</b>. Decisions by the Medical Program Director are final.</li> <li>• However, inmates who believe any provision of the medical co-pay policy was violated may seek resolution via</li> </ul>

<p>submitted to the Medical Program Director.</p>	<p>the Department's established inmate grievance procedure.</p> <ul style="list-style-type: none"><li>• Consistent with policy 13.10 DOC, or a successive policy, inmates must attempt to resolve the issue within the proper chain of command before filing a formal grievance.<ul style="list-style-type: none"><li>○ Inmates should submit initial inquiries <b>regarding co-payment amounts</b> to the <b>Inmate Accounts Office</b> within thirty (30) days of the posted transaction.</li><li>○ Inmates should submit initial inquiries regarding <b>grievances not related to medical decisions or medical co-payment amounts</b> (for example, <u>was the policy applied incorrectly</u> as to whether or not a medication or service is subject to a co-payment) to the <b>Associate Director of Health Care Services (Corrections)</b>.</li></ul></li><li>• If unsatisfied with the response from Inmate Accounts or the Associate Director of Health Services (Corrections), inmates may utilize the established inmate grievance procedure.</li><li>• Formal grievances must be written and include copies of initial responses—from Inmate Accounts or the Associate Director of Health Care Services (Corrections).</li></ul>
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# RHODE ISLAND DEPARTMENT OF CORRECTIONS

## POLICY AND PROCEDURE



**POLICY NUMBER:**  
2.28-2 DOC

**EFFECTIVE DATE:**  
03/29/04

**PAGE 1 OF 9**

**REPEALS:**  
2.28-1 DOC

**DIRECTOR:**

Please use BLUE ink.

*Richard T. Welle II*

**SECTION:**  
FISCAL MANAGEMENT

**SUBJECT:**  
MEDICAL CO-PAY

**AUTHORITY:** Rhode Island General Laws (RIGL) § 42-56-10 (22), Powers of the director; § 42-56-38, Assessment of costs

**REFERENCES:** RIDOC policy #'s 2.19 DOC, Rules & Regulations/ Assessment of Costs; 18.68 DOC, Right to Refuse Treatment; NCCHC Position Statement, Charging Inmates for Health Care Services, 03/31/96

**INMATE / PUBLIC ACCESS?** ☒ YES

**AVAILABLE IN SPANISH?** ☒ NO

Per memo from Ann J. Fortin, Chief/Program Development dated 04/19/04, a correction was made on page 4 of 9, item c. The notation in parenthesis now reads, "(III.A.5.b.).

### I. PURPOSE:

- A. To specify medical co-payment amounts.
- B. To establish a procedure for the imposition and collection of co-payments from incarcerated sentenced offenders for certain medical services and supplies.

### II. POLICY:

- A. The Rhode Island Department of Corrections (RIDOC) assesses and collects fees from incarcerated sentenced offenders (hereinafter referred to as "inmates") for the provision of certain medical services and supplies. Specific services/supplies and fees are outlined below and were determined following a public hearing.

Public Notice: 10-12-2003

Public Hearing: 11-20-2003  
FEE SCHEDULE ONLY.



- B. No inmate is refused medical treatment based on his/her inability to pay. All inmates are provided the same opportunities to receive necessary health care services without regard to their ability to pay for such services.
- C. Inmates are not charged for medical services that are initiated by the RIDOC, nor are inmates required to pay for follow-up medical visits initiated by RIDOC medical staff (e.g., chronic conditions such as Hepatitis C, HIV, Hypertension and Diabetes).
- D. Cosmetic procedures are generally not authorized. Inmates may submit appeals to the Medical Program Director.
- E. The Medical Program Director considers elective procedures (e.g., hernia repair) on a case-by-case basis.

### III. PROCEDURES:

#### A. Assessable Services and Supplies

1. Medical Services – Inmates are charged a \$3.00 co-payment for each inmate-initiated visit, generally referred to as "sick call visit".
  - a. The following services are **excluded** from the co-payment requirement:
    - (1) Emergency services as a result of potentially life-threatening illnesses or injuries as determined by the medical authority.
    - (2) Initial assessments during committing and classification processes, entrance physicals, transfer evaluations, and annual physicals for inmates over forty (40) years of age.
    - (3) Laboratory work (including inmate requests for HIV testing), EKG, and radiological procedures.
    - (4) Immunizations, Tuberculosis (TB) screening, vaccines, and other treatments instituted by RIDOC for public health reasons.
    - (5) Psychological and social work services.

- (6) Referrals to psychiatrists by health care personnel.
- (7) Dressing changes and other treatments ordered by health care staff.
- (8) Medical visits initiated by RIDOC medical/mental health staff and staff-scheduled follow-up visits related to an initial problem or chronic condition.
- (9) Yearly dental visits and dental referrals initiated by RIDOC medical staff.
- (10) Prenatal care.

2. Specialty Consult

- a. On-site (podiatrist, ENT, oral surgeon, etc.) -- \$6.00, including follow-up appointments initiated by inmates, not to exceed a maximum of \$125.00 per year.
- b. Off-site -- \$6.00 for each outside hospital/clinic trip, including follow-up appointments initiated by inmates, not to exceed a maximum of \$125.00 per year.

NOTE: Inmates will NOT be charged for trips to outside facilities for emergency treatment.

3. Medical Parole

Inmates who have applied for Medical Parole, but were denied for non-medical reasons, shall be exempt from all co-payment fees.

4. INS Detainees

INS rules and regulations will be utilized to determine medical co-payment amounts for INS detainees.

5. Medication

- a. Inmates are charged \$3.00 for each order of non-exempt medication not available from the inmate Commissary.

- b. The co-payment for non-preferred prescription medication (determined by Pharmacy and Therapeutics Committee) is \$3.00 (each prescription), not to exceed a maximum of \$125.00 per year.
- c. Exempt medications are defined as drugs or medications that the Food and Drug Administration (FDA) has determined require a prescription. Exception: Those non-preferred prescription medications described above (III.A.5.b.).
- d. Non-exempt medications are those generally sold "over the counter".

6. Dental Services

- a. Inmates are assessed a co-payment on a fee-for-service basis for both on-site and off-site treatment as noted below:
  - (1) \$3.00 for any dental visit, including but not limited to each restoration, extraction, examination, root canal, surgical removal of an impacted tooth, other minor surgery and adjunctive procedure such as occlusal adjustment, denture adjustment, in-house denture repair/reline.
  - (2) \$70.00 for dentures.
  - (3) \$35.00 for laboratory reline, per arch.
  - (4) \$35.00 for night guard.
  - (5) 100% of the replacement cost of any dentures lost, damaged, or destroyed, if dentures are less than two (2) years old, except where it is determined that RIDOC staff were negligent.

NOTE: Staff negligence is determined by the appropriate Administrator [i.e., Warden or designee if custody staff are involved; Associate Director of Health Care Services (Corrections) if health care staff are involved].

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- b. Inmates, including Parole violators, are not charged for initial dental examinations performed during the committing and classification processes.
7. Prosthetics – Inmates are charged for prosthetic limbs, devices, and/or mechanical aids as noted below:
- a. No co-payment for initial prosthetic limbs.
  - b. No co-payment for initial “essential” mechanical aids as determined by the Medical Program Director (e.g., hearing aids).
  - c. 50% of the acquisition cost of any other prosthetic limbs/devices/mechanical aids, not to exceed \$250.00 per limb/device/mechanical aid.
  - d. 100% of replacement/repair cost of any prosthetic limb, device, and/or mechanical aid if lost, damaged, or destroyed, if these items are less than two (2) years old, except where it is determined that RIDOC staff were negligent. [See III.A.6.a.(5) NOTE.]
8. Optical Devices
- a. \$6.00 co-payment for each non-RIDOC initiated visit to an optician.  
  
NOTE: Each inmate is entitled to one (1) eye exam and/or pair of eyeglasses annually, unless the inmate’s medical condition changes.
  - b. \$15.00 co-payment toward the purchase of eyeglasses, lenses, or frames.
  - c. 100% of the replacement or repair cost of any eyeglasses, lenses, or frames lost, damaged, or destroyed by the inmate, if the glasses are less than one (1) year old, except where it is determined that RIDOC staff were negligent. [See III.A.6.a.(5) NOTE.]
  - d. 50% of the acquisition cost for “specialty” items (e.g., transitional lenses), not to exceed a maximum of \$125.00 per item.
  - e. Inmates may not purchase eyeglasses directly from the vendor.

9. Dentures, Prosthetics, and Optical Devices Reported Stolen or Vandalized

If custody or medical staff receive a complaint from an inmate alleging a theft or vandalism, the complaint is investigated by either the Associate Director of Health Care Services (Corrections) or the Warden. Either Administrator may request a formal investigation be conducted by the appropriate RIDOC investigatory unit. The inmate owner of the dentures, prosthesis, or optical devices will not be responsible for the replacement cost if an investigation concludes that:

- a. a theft did, in fact, occur;
- b. vandalism was committed by someone other than the inmate owner of the dentures, prosthesis, or optical devices; or
- c. RIDOC staff were negligent.

10. Missed Appointments – Inmates failing to appear for or refusing to be seen at scheduled billable on- or off-site medical appointments are charged the applicable co-payment amount, **unless**:

- a. the appointment was missed due to circumstances beyond the inmate's control (for example, court date, facility lockdown, conflicting clinic appointment); or
- b. the inmate decides s/he does not wish to keep the outside medical appointment **and** notifies RIDOC Health Care Services staff in advance of his/her decision. (See policy #18.68 DOC, Right to Refuse Treatment.)

- (1) This decision may be made in consultation with RIDOC HCS staff (for example, if the inmate's condition improves and the inmate and RIDOC HCS staff agree that the appointment is not necessary) or independently [for example, the inmate does not wish to forfeit a scheduled event (such as an educational recognition ceremony) in order to keep the outside medical appointment].
- (2) However, such notification must be made in advance of the scheduled appointment's date.

- (3) The inmate will be charged the appropriate co-payment amount if:
  - (a) the inmate decides at the last minute that s/he does not wish to keep the outside medical appointment for a frivolous reason, as determined by RIDOC HCS staff (for example, the inmate does not wish to leave the ACI during inclement weather, or s/he does not like the transporting officers); or
  - (b) the notification coincides with the actual date of the appointment.
- (4) Co-payment amounts:
  - (a) \$3.00 for missed routine medical or dental appointments;
  - (b) \$6.00 for missed specialty consult appointments.

B. Inmate Notification

Inmates will be provided with a summary of the medical co-payment fee schedule (Attachment 1) during the Admission and Orientation presentation. The Counselor conducting the presentation will refer inmates to policy 2.28-2 DOC in the facility law library and provide further explanation, if so requested.

C. Co-Payment Charge Process

1. The Associate Director of Health Care Services (Corrections) designates a person(s) in each dispensary/infirmarary who is responsible for implementing the in-facility activities associated with this policy.
  - a. Upon arriving at the infirmarary/dispensary, the inmate is asked to sign a medical care co-payment form. However, if the service falls under the non-billable category, the inmate is not required to sign the form. If the inmate feels this is an exempt service, s/he notifies the health care staff person, who confirms the exception.

NOTE: For off-site appointments, Health Care Services staff will generate monthly reports regarding medical furloughs (from INFACFS) and forward them to Inmate Accounts for processing.

- b. Whenever a separate money transfer slip signed by the inmate does not accompany a billable prescription (pharmaceuticals, eyeglasses, dentures, etc.), the billable prescription is reflected separately on the general co-payment form.
  - c. The designated employee forwards all co-payment forms and a certified list of missed appointments to the Inmate Accounts office on a daily basis. S/he ensures the transmittal includes the facility name.
  - d. Inmates are not seen and do not receive prescriptions until the co-payment forms are signed unless:
    - (1) the service is under the non-billable category, or
    - (2) medical staff override the requirement because of a medical emergency.
2. Inmate Accounts staff place appropriate charges against the inmate's individual account. Such charges are specifically identified on the inmate's ledger report.

D. Insufficient Balance in Inmate's Account

- 1. If the inmate's available (active) balance is not sufficient to meet the medical co-payment amount:
  - a. All but ten dollars (\$10.00) will be withdrawn from the active account;
  - b. The balance owed is charged as debt to the inmate's account;
  - c. One-half (1/2) of all subsequent deposits are used to offset the debt until the charges are paid in full.
  - d. There are no restrictions on the other half of the deposits beyond the normal restrictions.
- 2. Any remaining debt at the time of an inmate's release from institutional custody is considered a legal debt and is subject to civil remedy by the State.

3. If the individual returns to institutional custody before repayment of debt, his/her inmate account reflects any unpaid debt from prior incarceration(s).

E. Appeals

1. Consistent with RIDOC's policy governing the inmate grievance procedures (13.10 DOC, or a successive policy), **medical decisions are not grieveable**. Decisions by the Medical Program Director are final.
2. However, inmates who believe any provision of the medical co-pay policy was violated may seek resolution via the Department's established inmate grievance procedure.
3. Consistent with policy 13.10 DOC, or a successive policy, inmates must attempt to resolve the issue within the proper chain of command before filing a formal grievance.
  - a. Inmates should submit initial inquiries **regarding co-payment amounts** to the **Inmate Accounts Office** within thirty (30) days of the posted transaction.
  - b. Inmates should submit initial inquiries regarding **grievances not related to medical decisions or medical co-payment amounts** (for example, was the policy applied incorrectly as to whether or not a medication or service is subject to a co-payment) to the **Associate Director of Health Care Services (Corrections)**.
4. If unsatisfied with the response from Inmate Accounts or the Associate Director of Health Services (Corrections), inmates may utilize the established inmate grievance procedure.
5. Formal grievances must be written and include copies of initial responses—from Inmate Accounts or the Associate Director of Health Care Services (Corrections).



RECEIVED

FEB 24 2004

SECRETARY OF STATE  
ADMINISTRATIVE RECORDS

28-2 DOC  
Attachment 1  
Page 1 of 4  
Effective 03/29/2004

PROPOSED FINAL VERSION; 01/15/04  
RIDOC MEDICAL CO-PAYMENT FEE SCHEDULE SUMMARY

No inmate will be refused medical treatment based upon his/her inability to pay. Under this policy, inmates will be provided the same opportunities to receive necessary health care services without regard to their ability to pay for such services.

Inmates will not be charged for medical services that are initiated by the RIDOC nor will inmates be required to pay for follow-up medical visits initiated by RIDOC medical staff (e.g., chronic conditions such as Hepatitis C, HIV, Hypertension, and Diabetes).

CO-PAYMENT CHARGES

Medical Services

Inmates will be charged a \$3.00 co-payment for each inmate-initiated visit, generally referred to as "sick call visit". The following services are excluded from co-payment requirement:

- Emergency services as a result of potentially life threatening illnesses or injuries as determined by the medical authority.
- Initial assessments during the committing and classification process, entrance physicals, transfer evaluations, and annual physicals for inmates over forty (40) years of age.
- Laboratory work, (including inmate requests for HIV testing), EKG and radiological procedures.
- Immunizations, Tuberculosis (TB) testing, vaccines, and other treatments instituted by RIDOC for public health reasons.
- Psychological and social work services.

- Referrals to psychiatrists by health care personnel.
- Dressing changes and other treatments ordered by health care staff.
- Medical visits initiated by RIDOC medical/mental health staff and staff-scheduled follow-up visits related to an initial problem or chronic condition.
- Yearly dental visits and dental referrals initiated by RIDOC medical staff.
- Prenatal care.

Specialty Consult

- On-site (podiatrist, ENT, oral surgeon, etc.) -- \$6.00, including follow-up appointments, initiated by inmates, not to exceed a maximum of \$125.00 per year.
- Off-site -- \$6.00 for each outside hospital/clinic trip, including follow-up appointments, initiated by inmates, not to exceed a maximum of \$125.00 per year.

NOTE: Inmates will NOT be charged for trips to outside facilities for emergency treatment.

Medical Parole

Inmates who have applied for Medical Parole, but were denied for non-medical reasons, shall be exempt from all co-payment fees.

ADD. T. D. M. P.

Public Notice: 10-12-2003

Public Hearing: 11-20-2003  
FEE SCHEDULE ONLY.

**PROPOSED FINAL VERSION; 01/15/04**  
**RIDOC MEDICAL CO-PAYMENT FEE SCHEDULE SUMMARY**

**INS Detainees**

INS rules and regulations will be utilized to determine medical co-payment amounts for INS detainees.

**Medication:**

- a. Inmates are charged \$3.00 for each order of a non-exempt medication not available from the inmate Commissary.
- b. The co-payment for non-preferred prescription medication (determined by Pharmacy and Therapeutics Committee) is \$3.00 (each prescription), not to exceed a maximum of \$125.00 per year.
- c. Exempt medications are defined as drugs or medications that the Food and Drug Administration (FDA) has determined require a prescription.  
Exception: Those non-preferred prescription medications described above (b.).
- d. Non-exempt medications are those generally sold "over-the-counter".

**Dental Services:**

Inmates will be assessed a co-payment on a fee-for-service basis for both on-site and off-site treatment as noted:

- a. \$3.00 for any dental visit to include but not be limited to each restoration, extraction, examination, root canal, surgical removal of an impacted tooth, other minor surgery and adjunctive procedure such as occlusal adjustment, denture adjustment, in-house denture repair/reline.

- b. \$70.00 for dentures.
- c. \$35.00 for denture laboratory relines, per arch.
- d. \$35.00 for night guard.
- e. 100% of the replacement cost of any dentures lost, damaged, or destroyed, if dentures are less than two (2) years old, except where it has been determined that RIDOC staff were negligent.\*

Inmates, including parole violators, will not be charged for the initial dental examination performed during the committing and classification processes.

**Prosthetics:**

Inmates will be charged for prosthetic limbs/devices/mechanical aids as noted below:

- a. No co-payment for initial prosthetic limbs.
- b. No co-payment for initial "essential" mechanical aids, as determined by the Medical Program Director (e.g., hearing aids).
- c. 50% of the acquisition cost of any other prosthetic limbs/devices/mechanical aids, not to exceed **\$250.00** per limb/device/mechanical aid.
- d. 100% of replacement/repair cost of any prosthetic limb/device/mechanical aid if lost, damaged, or destroyed, if these items are less than two (2) years old, except where it has been determined that RIDOC staff were negligent.\*

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**Optical Devices:**

- a. \$6.00 co-payment for each non-RIDOC initiated visit to an optician.

**NOTE:** Each inmate is entitled to one (1) eye exam and/or pair of eyeglasses annually, unless the inmate's medical condition changes.

- b. \$15.00 co-payment toward the purchase of eyeglasses, lenses, or frames.
- c. 100% of the replacement or repair cost of any eyeglasses, lenses, or frames lost, damaged, or destroyed by the inmate if the glasses are less than one (1) year old, except where it has been determined that RIDOC staff were negligent.\*
- d. 50% of the acquisition cost for "specialty" items (e.g., transitional lenses), not to exceed a maximum of \$125.00 per item.
- e. Inmates may not purchase eyeglasses directly from the vendor.

**Dentures, Prosthetics, and Optical Devices Reported Stolen or Vandalized**

If custody or medical staff receive a complaint from an inmate alleging a theft or vandalism, the complaint is investigated by either the Associate Director of Health Care Services (Corrections) or the Warden. Either Administrator may request a formal investigation be conducted by the appropriate RIDOC investigatory unit. The inmate owner of the dentures, prosthesis, or optical devices will not be responsible for the replacement cost if an investigation concludes that:

- a. a theft did, in fact, occur;

- b. vandalism was committed by someone other than the inmate owner of the dentures, prosthesis, or optical devices; or
- c. RIDOC staff were negligent.

**Missed Appointments** – Inmates failing to appear for or refusing to be seen at scheduled billable on- or off-site medical appointments are charged the applicable co-payment amount, unless:

- a. the appointment was missed due to circumstances beyond the inmate's control (for example, court date, facility lockdown, conflicting clinic appointment); or
- b. the inmate decides s/he does not wish to keep the outside medical appointment and notifies RIDOC Health Care Services staff in advance of his/her decision. (See policy #18.68 DOC, Right to Refuse Treatment.)

- This decision may be made in consultation with RIDOC HCS staff (for example, if the inmate's condition improves and the inmate and RIDOC HCS staff agree that the appointment is not necessary) or independently [for example, the inmate does not wish to forfeit a scheduled event (such as an educational recognition ceremony) in order to keep the outside medical appointment].
- However, such notification must be made in advance of the scheduled appointment's date.
- The inmate will be charged the appropriate co-payment amount if:
  - the inmate decides at the last minute that s/he does not wish to keep the outside medical appointment for a frivolous reason, as determined by RIDOC HCS staff (for example, the inmate does not wish to leave the ACI during

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- inclement weather, or s/he does not like the transporting officers); or
  - o the notification coincides with the actual date of the appointment.
- Co-payment amounts:
  - o \$3.00 for missed routine medical or dental appointments;
  - o \$6.00 for missed specialty consult appointments.

**\*NOTE:** Staff negligence is determined by the appropriate Administrator [i.e., Warden or designee if custody staff are involved; Associate Director of Health Care Services (Corrections) or designee if health care staff are involved].

**Appeals:**

- Consistent with RIDOC's policy governing the inmate grievance procedures (13.10 DOC, or a successive policy), **medical decisions are not grievable**. Decisions by the Medical Program Director are final.
- However, inmates who believe any provision of the medical co-pay policy was violated may seek resolution via the Department's established inmate grievance procedure.
- Consistent with policy 13.10 DOC, or a successive policy, inmates must attempt to resolve the issue within the proper chain of command before filing a formal grievance.
  - o Inmates should submit initial inquiries **regarding co-payment amounts to the Inmate Accounts Office** within thirty (30) days of the posted transaction.
  - o Inmates should submit initial inquiries regarding grievances **not related to medical decisions or medical co-payment amounts** (for example, was the policy applied incorrectly as to whether or not a medication or service is subject to a co-payment) to the **Associate Director of Health Care Services (Corrections)**.

- If unsatisfied with the response from Inmate Accounts or the Associate Director of Health Services (Corrections), inmates may utilize the established inmate grievance procedure.
- Formal grievances must be written and include copies of initial responses—from Inmate Accounts or the Associate Director of Health Care Services (Corrections).

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